



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

5-2-1939

King County Food Council, Inc. and Retail Food and Drug Clerks Union, Retail Clerks International Protective Association, Local 1105, AFL (1939)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

King County Food Council, Inc. and Retail Food and Drug Clerks Union, Retail Clerks International Protective Association, Local 1105, AFL (1939)

Location

Seattle, WA

Effective Date

5-2-1939

Expiration Date

4-1-1940

Number of Workers

1200

Employer

King County Food Council, Inc.

Union

Retail Clerks International Protective Association

Union Local

1105

NAICS

44

Sector

Private

Item ID

6178-009b131f024_05

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

ARTICLES OF AGREEMENT

Between

**RETAIL FOOD AND DRUG
CLERKS, LOCAL UNION
NUMBER 1105**

of Seattle and Vicinity

**Retail Clerks International
Protective Association**



**Affiliated with the American
Federation of Labor**

and

**KING COUNTY FOOD
COUNCIL, INC.**

ARTICLES OF AGREEMENT

Between

RETAIL FOOD AND DRUG CLERKS, LOCAL UNION NUMBER 1105

of Seattle and Vicinity

Retail Clerks International Protective
Association



Affiliated with the American
Federation of Labor

and

King County Food Council, Inc.

WESTERN PRINTING CO.



SEATTLE, WASHINGTON



THIS AGREEMENT, mutually entered into this 20th day of April, 1939, by and between RETAIL FOOD AND DRUG CLERKS' UNION NO. 1105, R. C. I. P. A., of Seattle and Vicinity, hereinafter called the Union, and KING COUNTY FOOD COUNCIL, INC., hereinafter called the Employer.

WITNESSETH:

That for the mutual benefit of the parties hereto, it is hereby expressly understood that the following shall be the scale of wages, the limitations of hours, and the rules and working conditions to be observed by both parties to this Agreement:

The Employer recognizes the Retail Food and Drug Clerks, Local Union No. 1105, as the sole bargaining agent for all salespersons coming under the provisions of this contract in Seattle and King County.

1. All Salespersons, except store managers, must be members of the Union, but the Employer shall be permitted the right to hire non-members of the Union, provided said non-members are eligible for membership in the Union and make application within one week after employment and become members within thirty (30) days.

(a) It is understood that, when possible, members of the Union in good standing shall be given preference in hiring new salespersons.

2. The Employer shall be the sole judge as to the competency and qualifications of the salespersons in his em-

ploy, provided, however, that no salesperson shall be discharged or discriminated against for any lawful Union activity.

3. Forty-eight (48) hours per week, not to exceed nine (9) hours in any one day, nor six (6) days in any one week shall constitute the work week for all salespersons.

(a) Regular full time salespersons on duty at store closing time may work an extra fifteen (15) minutes each day and thirty (30) minutes on Saturday and the day before a holiday for necessary clean-up work after the store closes.

(b) The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and all local holidays in those communities where they are observed by member stores.

(c) There shall be a definite starting time for each salesperson from day to day, and a regular weekly pay day.

(d) Salespersons, after one continuous year's service with one employer, shall be entitled to one continuous week's vacation in each year with full pay, time of such vacation to be determined by the Employer, provided, however, that any salesperson discharged after ten months' continuous employment, shall be entitled to five (5) days' vacation or equivalent pay.

(e) All work in excess of hours herein specified, and all emergency work,

shall be paid for at the rate of time and one-half.

(f) It is further understood that all claims for overtime or back pay must be made within ninety (90) days of the pay day such shortage appears.

4. The following minimum scale of wages shall prevail:

Full-Time Scale

| Head Salesperson | Male | Female |
|--|-----------|---------|
| Employee-Demonstrator | ..\$27.50 | \$22.50 |
| Clerks (Incl. Shipping Clerk & Order Clerk)..... | 25.00 | 20.00 |
| Apprentice Clerk (Senior).... | 22.50 | 17.50 |
| Apprentice Clerk (Junior).... | 17.50 | 15.00 |

Part-Time Scale

| Head Salesperson | Male Per hr. | Female Per hr. |
|--|-----------------|-------------------|
| Employee-Demonstrator | ..\$ 0.63 | \$.52 |
| Clerks (Incl. Shipping Clerk & Order Clerk)..... | .57 | .46 |
| Apprentice Clerk (Senior).... | .52 | .40 |
| Apprentice Clerk (Junior).. | .40 | .34 |

(a) There shall be one (1) Head Salesperson in each store or department in which three (3) or more regular full time salespersons are employed.

(b) Each Employer may employ not more than one Apprentice Clerk in addition to each three regular full time salespersons or major fraction thereof in his employ. This clause, however, shall not prevent a store from employing one Apprentice Clerk only.

(c) A Junior Apprentice Clerk shall be a Salesperson who has had less than one (1) year's experience in the industry. A Senior Apprentice Clerk shall be a Salesperson who has had one (1)

year but less than two (2) years' experience in the industry; provided, however, that any newly employed Salesperson may be paid the Senior Apprentice Clerk's scale for the first four (4) weeks of his employment.

(d) Part time work shall be thirty-two (32) hours per week or less. It is understood that the part time rate shall apply to the first thirty-two (32) hours and the weekly rate to each hour thereafter; provided that no more than a full week's wages shall be paid for part time work.

(e) For the purposes of this agreement, experience acquired up to three years prior to the time of employment must be considered.

(f) It is further expressly understood that no salesperson receiving more than the minimum compensation, or enjoying more favorable working conditions than provided for in this agreement, shall suffer by reason of its signing or adoption.

5. The Employer shall not permit Demonstrators to perform the work of store clerks; but, where such Demonstrators are employed, they shall confine their sales to the particular item being demonstrated. Such Demonstrators shall wear clothing or carry some badge identifying them with the product or the firm for whom the demonstration is being made.

6. Aprons, uniforms or any special wearing apparel required by the Employer shall be furnished and laundered by the Employer.

7. It is also agreed that should any controversies arise between the parties to this agreement as to its true interpretation, or as to any matters not provided for in this agreement, the same shall be referred to a committee of two representatives to be immediately named by the Employer and two to be named by the Union. Should these four be unable to agree within a period of seven (7) days, they shall immediately select a fifth disinterested party to serve with them as a Board of Arbitration, said Board to, within seven (7) days render a decision that shall be final and binding.

8. The Union agrees, in consideration of the signing of this agreement by the Employer, and for the period of the good and faithful performance of its provisions and covenants by the Employer, to lease to each store represented or operated by the Employer, a Union Store Card, the property of and issued by the Retail Clerks International Protective Association.

9. Upon compliance with all other provisions of this Agreement in a store where no salespersons are employed, the Union may accept the bona fide owner or owners of said store into membership as non-active members of the Union and to lease to said store a Union Store Card as herein provided.

10. This Agreement shall be in full force and effect from and after May 1st, 1939, until April 1st, 1940, at which time it shall be automatically renewed for a period of one year from said date,

and thereafter for each year upon each anniversary of said date, without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision on April 1st, 1940, and on each anniversary of said date upon written notice being served upon either party by the other, at least thirty (30) days prior to said date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

RETAIL FOOD AND DRUG CLERKS,
LOCAL UNION 1105.

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION OF
SEATTLE AND VICINITY.

By.....

KING COUNTY FOOD COUNCIL,
INC.

By.....



U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

August 25, 1939.

*Retail Clerks #1105
Seattle, Wash.*

4-1-40.

X

Mr. W. L. Lamberton, Secretary,
Retail Clerks Int'l Protective Ass'n #1105,
552 Denny Way,
Seattle, Washington.

Dear Mr. Lamberton:

We have in our files a copy of your agreement with the
Seattle Bakers' Bureau and the King County Food Council which
recently expired.

In order to keep our files of union agreements up to date, I
should be grateful if you could conveniently send us a copy of your
new agreement, if you now have an agreement in force. We shall be
glad to type a duplicate and promptly return the original if you
have only one copy available. If you so indicate, we shall keep
the identity of the agreement confidential, using the material only
for general information, in such a way as not to reveal the name of
the union.

We shall be very grateful for your assistance. The enclosed
envelope for your reply requires no postage. If we can furnish you
information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement _____ *Drug 500 - 6-30-40*

Number of union members working under terms of agreement _____ *1200 - 4-1-40.*

Number of non-members working under terms of agreement _____ *0*

Branches of trade covered _____ *Drug clerks - grocery clerks.*

Date renewed _____ Date of expiration _____

Please check here if you wish the agreement returned _____

If you cannot send a copy of your new agreement, please note (on the
reverse side of this letter) any changes from your previous agreement.